Micriµm

Quotation
Terms and Conditions

www.micrium.com

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1.0   Introduction

Thank you for your interest in the Micrιμm Products listed in the pricing page(s) of this Quote/Proposal to bid along with these terms and conditions (collectively, the "Quote") offered by Micrιμm and/or its affiliates, subsidiaries and licensors (collectively, the "Licensed Products"). These terms and conditions are a material part of this Quote for the Licensed Products you are considering to purchase. Acceptance of this Quote is expressly limited to the terms of this Quote and shall be deemed made by your issuance of a purchase order to Micrιμm. This Quote may not be modified, unless it is in writing and executed by a Micrιμm executive. Unless otherwise specified herein, this Quote shall only be valid for thirty (30) days.

2.0   Licensing Models

Micrιμm offers the following licensing options described in this section. The quote you are receiving identifies the type of licensing you requested.

2.01   End-Product

An End-Product license refers to a product manufactured by the licensee using one or more software components provided by Micrιμm. Each end-product is assumed to contain a single microprocessor, microcontroller or DSP.

2.02   Site

A site is defined as licensee facilities where a product is being developed and may consist of multiple buildings located within a two (2) mile radius building one or more End-Products.

2.03   Single Product License

A *Single Product License* allows the licensee to embed one or more Micrιμm software component(s) into an end-product. Each end-product can be produced in an unlimited number of units, for the lifetime of the end-product.

2.04   Product Line License / Product Family   License

A *Product Line License* (also known as a *Product Family License*) allows the licensee to embed one or more Micrιμm component(s) into an unlimited number of different 'Single Products' as long as each such product perform a similar function. For example, all commercial washing machines would be considered being part of a product family. Commercial 'dryers' would be considered being part of a different family of products. Each end-product within the product family can be produced in an unlimited quantity, for the lifetime of the end-products belonging to the product family.

2.05   CPU-Type License / Platform License

A CPU-Type License allows the licensee to embed a Micrιμm component into any number of end products using a single and specific processor type. The license holder may manufacture an unlimited number of units of each of these products for the life of the end product that uses the specific licensed processor type from a specific manufacturer (Atmel, Freescale, Xilinx, etc.). The processor type is defined as being part of the same architecture. For example, ARM7, ARM9, Cortex-M3, Coldfire, SH2A, etc.

2.06 Site License

A Site License allows the licensee to embed a Micriµm component into any end product that uses any CPU as long as the products are designed from a single site.

2.07 Internal Site License

Internal Site license allows the licensee to embed a Micriµm component into multiple projects at a single site as long as the usage is non-commercial and not sold or transferred to another company or user.

2.08 Internal Single Project License

Internal Single Project license allow the licensee user(s) to embed a Micriµm component into a single project at a single site as long as the usage is non-commercial and not sold or transferred to another company or user.

3.0 Ports and Drivers

3.01 Ports

Ports allow µC/OS-II and µC/OS-III to be adapted to a wide range of processor architectures from 8 to 64 bits and DSPs. µC/OS-II has been ported to over 45 different CPU architectures and most of those ports can be easily adapted to run µC/OS-III.

When purchasing a µC/OS-II and/or µC/OS-III license, Micriµm will provide the engineer with a port that is currently in our library and was tested and proven to work in the past with a current or previous version of µC/OS-II or µC/OS-III. It's possible that the port might not have been updated because the processor selected is not in wide use. On the other hand 'popular' processors most likely have been updated to the latest version of the kernel. If an updated version of the port needed and is not available, NREs (Non-Recurring Engineering) charges might be required. These charges are on a case by case basis.

3.02 Drivers

Drivers allow components like µC/TCP-IP, µC/USB, µC/FS, µC/CAN, µC/GUI, etc. to be used on a large selection of MPUs and MCUs.

A driver that was known to work with a previous version of the software component might be provided to the end user with the purchase of a license. It's possible that the driver might not have been updated simply because the controller selected has not been used for some time. If a 'popular' controller is selected then most likely the driver will have been updated to the latest version of the software component. If an updated version of the driver is not available, NREs (Non-Recurring Engineering) charges might be required.

4.0 Licensing Agreement

4.01 End Products

End Products are those products specifically identified in this Quote for your product to use the Licensed Products.   "Software" includes all code and proprietary information in the Licensed

Products, including but not limited to source code, object code and executable code.

4.02 Grant of License

Subject to this Quote, your acceptance of Micriµm's License Agreement, and payment in full, Micriµm hereby grants you a limited, non-exclusive, non-transferable license for the Term (as defined below) to use Micriµm's Licensed Products. Subject to specific language contrary herein, the Licensed Products are only licensed to you and you shall only use the Licensed Products in the End Products. You may not copy, edit, change, enhance, re-format, reverse engineer or otherwise modify the Software or Licensed Products. To the extent not licensed to you, all rights to the Licensed Products and Software, in trade secret, copyright, patent or otherwise, and all improvements and modifications thereto, shall at all times remain with Micriµm. If requested by Micriµm, you agree to execute any documents acknowledging Micriµm's ownership of the Licensed Products and Software. The Licensed Products are proprietary to Micriµm and do not contain open source software (defined as any software that is licensed under any open source license, such as a General Public License) unless specifically designated in writing by Micriµm as such and only to the extent Micriµm expressly provides in this Quote. Unless expressly stated otherwise herein, neither you nor your downstream purchasers may sell, distribute or disseminate in any way our source code, object code or executable code in any manner without Micriµm's prior express written consent.

4.03 Maintenance and Support

Only as listed in this Quote, Micriµm may offer maintenance and technical support services to assist you, such as bug fixes, correction of failures and maintenance patches. In such case, Micriµm may use a variety of methods, including but not limited to telephone, internet and/or e-mail, to provide these services to you. Micriµm customer support services are provided between the hours of 9:00 A.M. and 5:00 P.M. Eastern Time, Monday through Friday (excluding public holidays and office closures).

4.04 Payment of Fees

You agree to pay Micriµm such fees as may be set forth in this Quote, with all payments due Net 30 in U.S. Dollars, unless otherwise stated herein. Any late or unpaid invoices shall incur interest at 1.5% per month or the highest rate allowed under applicable law, whichever is less.

4.05 Limited Warranty

Micriµm warrants to you, the Licensee, and only you, that (i) Micriµm is the true, legal and beneficial owner of the Licensed Products and its component parts or licensee with full legal right to license to Licensee as set forth in this License Agreement; and (ii) that to the best of Micriµm's knowledge, the Licensed Products does not infringe on any third party's rights. No other warranties, express, implied, statutory or arising from course of performance, course of dealing, usage or trade, are given by Micriµm, and all other warranties, including but not limited to express, implied or statutory, are expressly disclaimed. No oral warranties or modifications to warranties are binding, unless in writing and executed by a Micriµm executive. Micriµm neither provides nor assumes any warranty with respect to the Software code provided; does not guarantee the accuracy, adequacy or completeness of any code provided, and is not responsible for any errors or omissions or the results obtained from the use of the code. Your sole and exclusive remedy for any breach of these warranties shall be that Micriµm shall provide you with, at Micriµm's sole selection: (i) conforming Licensed Products at Micriµm's expense or (ii) a refund for the Licensed Products with cancellation of the license hereunder.

4.06 Limitation of Liability

Micriµm has no liability for any consequential, incidental or special damages by reason of any act or omission, or arising out of or in connection with the Software, Licensed Products or Micriµm's performance hereunder, including without limitation any loss of use, lost revenues, lost business opportunities, lost profits, costs associated with down time and any similar and dissimilar losses,

costs or damages. In no event shall Micriµm be liable for consequential, incidental, special or punitive losses, damages or expenses (including lost profits or savings), even if Micriµm has been advised of their possible existence. Micriµm's maximum liability exposure, in contract, tort or otherwise, shall be capped at the total of all sums you have actually paid to Micriµm for the Licensed Products. These allocations of risk are reflected in the terms you have negotiated with Micriµm, who at such prices and terms would not have been able to provide you with the Licensed Products without this limitation.

4.07   Indemnity

You will defend Micriµm at your expense and indemnify Micriµm from and against (a) any claims filed by third parties arising from the use, manufacture, or distribution of any End Products created, distributed or sold by you or by your direct or indirect End Users, and (b) all losses, costs or damages relating thereto, except for infringement actions or claims if such actions or claims are based solely on the use of the Licensed Products in the form provided by Micriµm.

4.08   Term; Assignment

The term of your license of the Licensed Products shall be for the length of the life cycle of the End Products listed in this Quote, unless earlier terminated. You may not assign this Quote or its content, in whole or in part, without Micriµm's prior written consent. In the event you sell or transfer equity or all or substantially all of your assets outside the ordinary course of business, Micriµm has the option of binding your buyer/transferee to this Quote or cancelling this Quote and terminating your rights. Micriµm may freely assign this Quote and its property without any consent or notice.

4.09   Applicable Law; Venue

You agree that this Quote and any negotiation, mediation, litigation or arbitration proceeding relating to any matter directly or indirectly arising out of or related or the subject transaction evidenced by this Quote or the underlying business relationship between you and Micriµm, including product claims, shall be governed by Florida law without regard to its conflict of law principles; that the United Nations Convention on the International Sale of Goods (if applicable) is expressly disclaimed; that exclusive venue and jurisdiction shall be in Broward County, Florida; that the prevailing party in any litigation or arbitration proceeding shall be entitled to an award of its attorney's fees and costs, including on appeal; and that in any litigation proceeding, each party knowingly, voluntarily and irrevocably waives its right to jury trial.

5.0   Maintenance

Maintenance of Micrium products consists of helping the customer to find problems in the source code provided by Micrium to the customer. Issues with porting the source code to the customer hardware and tool chain support are not covered by maintenance. Consulting work in the form of NREs can be used to help customers with porting the source code to the customer hardware and tool chain.

5.01   Documentation

Documentation means Micrium's on-line user instructions and/or user manual, if applicable.

5.02   Standard Software

Standard Software means the unmodified computer software, in source code form only.

5.03   Software

Software means the Standard Software, Updates, Documentation and any portion of the foregoing.

5.04   Updates

Updates means all enhancements, temporary fixes or patches, if any, to the Standard Software that is provided by Micriµm, when and if available, to its supported customers. Updates do not include products, features and modules that are separately marketed by Micriµm for an additional fee.

5.05   Maintenance Fee

Maintenance fee shall mean that certain fee charged to Licensee by Micriµm for maintenance and support.

5.06   Maintenance Term

Maintenance Term shall mean a period of time starting with the effective date of the license and continuing one year thereafter, except if extended by licensee.

5.07   Defects

Micriµm shall correct any Defects in the Software within a reasonable time after such Defect is reported to Micriµm by Licensee, as follows.

Upon discovering a Defect, Licensee shall report the Defect through a Service Request.

Micriµm shall provide telephone/email response to a Support Request in the form of consultations, assistance and advice concerning use of the Software and correction of the Defect within two business days after receiving such Service Request.

Micriµm shall conduct tests and analyses at Micriµm 's facility in order to reproduce, isolate and correct the Defect using data and information provided to Micriµm by Licensee.

Licensee shall cooperate with Micriµm by granting unrestricted access to the Software and the target system, and by providing data and information reasonably required by Micriµm to correct a Defect.

5.08   Enhancements

Micrium shall make available all minor enhancements and Updates to the Customer within thirty (30) days after the date that such Enhancement or Update is released by Micrium. Along with such minor enhancements and updates, Micrium shall provide Licensee with documentation describing the purpose, function and utility of such minor enhancement or update.

5.09   Support Hours

Support will be provided by Micriµm only during normal operating hours which is from of 09:00 (GMT-5) to 17:00 (GMT-5), Monday through Friday (excluding public holidays and scheduled company closures).

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